

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF SCOTT

FIRST JUDICIAL DISTRICT

Master File No. 70-CV-08-5027

In re Parish Marketing and Development
Corporation Mechanic's Lien Foreclosure
Litigation

ORDER 5
Case Management
Order

WHEREAS, the Court has determined that this Case Management Order ("CMO") is appropriate and will be of assistance in the efficient management of this litigation; **IT IS HEREBY ORDERED**, that this CMO be and hereby is entered as follows:

1. Case Designation

All cases and all filings herein shall be directed to the attention of Audrey Brown, Court Administration, Scott County. Regardless of where the case was initially filed, all cases subject to Minnesota Supreme Court Order A08-120 have been transferred to Scott County.

Every filing shall contain, in its caption, the Master File Number 70-CV-08-5027. In addition, for each separate case, the individual Scott County file number now assigned to each case must also be included in the caption. Attached hereto as Exhibit A is a listing of the original file number and the corresponding new Scott County file number.

2. Applicability of Order

This Case Management Order ("CMO") applies to all pretrial, trial, and post trial proceedings in the Master Case, and all cases listed in Exhibit A.

FILED

3. Filing and Service of Papers

a. Master Service List.

Except as otherwise provided for herein, all papers or pleadings filed with the Court or served upon a party shall be served as described in this CMO on counsel for all parties to this action in accordance with the Master Service List, attached hereto as Exhibit B. For the purposes of economy, it shall be sufficient to state in a certificate of service that the relevant document was served on counsel for all parties and on unrepresented parties listed on the Master Service List current as of that date. The Master Service List may be incorporated by reference with express reference to the revised date thereof, and need not be attached to the certificate of service. The document served must be addressed to the individual attorney(s) or unrepresented party(ies) on the Master Service List.

b. Method and Timing of Service.

Service of all pleadings, motions, deposition notices, requests for discovery and other papers required to be served upon counsel for the parties or unrepresented parties (collectively "papers") shall be effected upon the parties with copies to all persons on the Master Service List by electronic mail. Papers served by electronic mail shall be attached to e-mails as Adobe Acrobat (.pdf) files or Microsoft Word (.doc) files. To the extent a party is unable to effect service by electronic mail to counsel for any party or any party not represented by counsel, service may be

effected by facsimile, overnight mail, or regular mail. Large exhibits, affidavits, declarations, or other supplemental documents may be served by overnight mail. With respect to any papers served as described in this paragraph 3b, three (3) days shall be added to any time computed under the Minnesota Rules of Civil Procedure or the Minnesota General Rules of Practice for any party to respond to any such papers.

c. Filings.

The original of every pleading and motion shall be filed with this Court along with proof of service on all counsel and unrepresented parties. The original of each filing shall be directed to the Master File; one copy shall be directed to the individual case file. A courtesy copy of every pleading, motion, or letter shall also be directed to Judge Abrams, C/O Daniel J. Sagstetter, Judicial Law Clerk. The parties are advised that for each case in which a fee may be required for filing, (e.g. motion fee, fax fee) ***THE FEE MUST BE PAID FOR EACH CASE.*** No additional fee is required for the service copy directed to the Master File. The filing of discovery materials with this Court shall be governed by the Minnesota Rules of Civil Procedure, except that the original of all such papers which are not filed with this Court under such rules shall be kept in the offices of counsel responsible for generating such pleading, motion or discovery.

d. Correspondence.

All materials, such as correspondence, which are not due to be docketed, shall be sent directly to the chambers of Judge Abrams. Correspondence

and other materials will only be accepted if they are in regards to general administrative matters. The parties shall not submit correspondence regarding substantive matters or any other substantive materials directly to the Judge assigned to the case unless requested by or authorized by Judge Abrams. The corresponding party shall contemporaneously forward a copy of all correspondence and other materials sent to Judge Abrams to all counsel and unrepresented parties by electronic mail or regular mail, as may be necessary.

e. Documents Filed with the District Court.

Notwithstanding the foregoing, any motion genuinely requiring emergency relief shall be delivered directly to the chambers of Judge Abrams. Any such document shall also be served electronically or faxed to all parties on the date of delivery. Proof of service shall be filed within (5) five business days thereafter.

4. Discovery

a. Avoiding Redundancy.

All parties should use their best efforts to avoid unduly duplicative submissions and propound joint discovery requests to the end of minimizing the need for any other party to perform repetitive file searches or interviews of employees and agents on the same topics.

b. Document Requests.

The parties shall not unreasonably refuse to grant extensions of time if reasonably required due to the voluminous number of documents being

produced or other necessity associate with their document production.

i. *Place of Production and Procedures.*

Unless otherwise agreed by the parties, parties shall produce documents for inspection and copying, to the extent practicable, in the form and manner in which the documents have been maintained in the ordinary course of business or in which they previously have been maintained for production in litigation. To distinguish effectively among the documents designated for copying by the parties, each page of each document copied by any party shall bear a unique document identification number, with a unique prefix which identifies the party producing the document ("Bate Stamps" or "Bate Label"). Where documents or portions of documents are withheld, the parties shall, either through the numbering system or as otherwise provided in this Order, to the extent reasonably practicable, identify the number of pages withheld in a manner sufficient to indicate their location in the file being produced. Where part of a page is redacted, both the fact and location of the redaction, and the size or extent of the redaction shall be made clear on the face of the document.

Within a reasonable time before production, the producing party shall advise the inspecting party of the approximate volume of the documents and a general description of the types of files or other materials involved. Each party shall produce its documents at its option: (a) by production of originals as they are kept in the ordinary

course of business; (b) by production of as legible as possible photocopies in the same format; or (c) by electronic means or other computerized storage. Notwithstanding these provisions, any party may request to inspect the original of any document, communication, or thing produced and the parties shall make arrangements for such inspection within ten (10) days of the request.

The location of the production shall be at the place where the documents are kept in the ordinary course of business, at the office of the producing attorney, or as otherwise agreed by the parties, provided, however, that all such document productions shall take place in the United States.

ii. *Privilege Log.*

If a party determines that a document responsive to a document request is subject to attorney/client privilege, attorney work product protection, or any other form of privileges or protection, the following method of handling the privileged or protected writing shall be followed. The producing party may withhold the privileged or protected document and must identify the withheld document on a privilege log which shall be provided to the requesting party and all other parties as soon as practicable, but no more than thirty (30) days following the date on which the producing party is due to commence physical production of the requested documents. If after completion of production pursuant to a particular demand for inspection the

producing party discovers additional responsive documents and determines any of them to be subject to attorney/client privilege, attorney work product protection, or any other form of privilege or protection, the producing party may withhold any such privileged or protected document and must identify the withheld document on a privilege log which shall be provided to the requesting party as soon as practicable, but in no case more than thirty (30) days after the documents are discovered. Likewise, to the extent any material within a document otherwise producible contains privileged or protected information, the document shall be produced subject to redaction of the subject privileged and protected material and shall be listed on the privilege log. All privilege logs shall identify each privileged document or work product by providing the Bates Label range, date, author(s), recipient(s), the subject matter of the document withheld or information redacted and the nature of the privilege or work product protection asserted. Nothing in this section shall preclude a party from challenging a claim of privilege.

c. Stipulated Confidentiality Order.

All documents and other discovery materials and testimony produced or provided in this action may be subject to the terms and provisions of a Stipulated Confidentiality Order, if requested and agreed by the parties or ordered by the Court.

d. Inadvertent Production of Privileged Information.

If a party inadvertently produces information or documents that it considers privileged or protected material, in whole or in part, or learns of the production of its privileged or protected material by a third-party, the party may retrieve such information or documents or parts thereof, memoranda and other material as follows:

- (1) Any assertion of inadvertent production shall be made as soon as practicable, but in any case within ten (10) days of the date the party discovers that it, its agents or attorneys, or a third-party has inadvertently produced the privileged document. The party asserting inadvertent production must provide written notice to all parties on the Master Service List via electronic mail or as otherwise provided herein that the party claims the document, in whole or in part, to be privileged or protected material; in addition, such notice must state the nature of the privilege or protection and the factual basis for asserting it. No assertion of inadvertent production will be made less than thirty (30) days before trial or fourteen (14) days after service of a trial exhibit list, whichever comes later.
- (2) Upon receipt of such notice, all parties who have received copies of the document shall, within five (5) days thereafter, confer with the producing party and discuss how to resolve the issue. If no agreement is reached, the producing party may request reasonable relief from the Court, including an order that all copies of inadvertently produced documents shall be returned to the producing

party, destroyed or otherwise be made available for procurement by the requesting party. Parties who received copies of inadvertently produced documents may oppose the granting of such relief on any permissible basis, including requesting an order that the inadvertently produced documents are not privileged and do not constitute protected attorney work product.

- (3) In the event that only part of a document is claimed to be privileged or protected, the party asserting inadvertent production shall furnish to all parties redacted copies of such document, removing only the part(s) thereof claimed to be privileged or protected, together with such written notice.

e. Mutual Use of Discovery.

To help avoid redundancy, all interrogatories, document requests and request to admit served by any party inure to the benefit of and are enforceable by any other party. The settlement, release or dismissal by any means of any party propounding such discovery will not in any way limit or extinguish any other party's obligation to comply with the discovery.

f. Contention Interrogatories.

No party is precluded from asking so-called contention interrogatories which seek a responding party's contentions as to facts or law but responding parties may reserve all rights to render objections and/or seek leave for protection from the Court.

5. Motion Practice

Except as otherwise provided by the Court, pretrial motions in this litigation shall be governed by the Minnesota Rules of Civil Procedure and by the General Rules of Practice for the District Courts, provided that these latter rules are modified procedurally as follows:

- (1) Motion hearing dates under Rule 115.02 shall be obtained directly from Audrey Brown at Scott County Court Administration;
- (2) Proposed orders for dispositive motions under Rule 115.03 shall not be submitted unless specifically requested by the Court;
- (3) The moving party's certification under Rule 115.10 shall be in writing and shall be filed separately at least two (2) days prior to the hearing date.

Counsel shall attempt to coordinate a hearing date and the notice of motions for hearing on a date cleared with Audrey Brown at Scott County Court Administration.

Nothing shall restrict any party's right to apply to the Court for an order shortening or extending time or page limitations on a motion upon a showing of good cause, but only after making good faith efforts to resolve the issue among counsel.

6. Coordination Amongst Parties

The Court expects cooperation among the parties to coordinate motion practice, discovery, trial, or otherwise to minimize the expense in this litigation. The parties shall, to the maximum extent practicable, avoid duplicative motions, briefs and discovery ("filings") consistent with each party's individual interests. Since many parties have a commonality of interest as to many issues in the actions, they may serve joint discovery and file joint submissions with the Court and/or adopt, join in or support any motion

made or discovery propounded by another party simply by so noting in writing.

Each party has an affirmative duty to immediately notify the involved party upon receipt of any misdirected attorney/client or other privileged communication or work product document, outside the ordinary course of discovery. Upon written request, the receiving party shall either (a) return such communication or other document, along with any and all copies, to the involved party, or (b) provide correspondence or affidavit to the involved party attesting to the fact that such communication or documents and all copies thereof have been destroyed.

7. Depositions

a. Cooperation.

The parties will use reasonable efforts to schedule depositions by agreement. To that end, the parties will participate in periodic discovery conferences by telephone for the purpose of making best efforts to select mutually convenient dates and places for the initial round of depositions, identifying witnesses and arranging other matters. Unless otherwise agreed, formal notice of depositions scheduled is required. Unless exigent circumstances exist, the parties will be advised of a deposition at least ten (10) calendar days before a deposition is scheduled to commence.

b. Non-Party Depositions.

Counsel shall attempt to resolve with any non-party deponent the identification for production and subsequent production of any documents being subpoenaed. Whenever possible, this process shall be completed

no later than seven (7) days before the date on which the deposition has been scheduled. All counsel shall be given notice of any documents identified for production pursuant to subpoena and shall have the right to inspect and copy, at each inspecting party's expense, whatever documents are produced by a non-party in response to a subpoena. Upon request, a party shall conduct a search of all records that may disclose the present address of any former employee and shall provide such information to the requesting party as soon as practicable. Nothing in this Order shall preclude any party, if it so chooses, from obtaining the attendance of any former employee or officer of another party for deposition by subpoena in the first instance.

c. Stipulations.

Unless otherwise noted on the record, the following stipulations shall apply to all depositions in these actions:

- (1) Any objection by a single party shall be deemed an objection by each and every similarly situated party;
- (2) Corrections to a deposition transcript shall be listed on an errata sheet, copies of which shall be served on all parties by counsel for the deponent or the deponent, within thirty (30) days following receipt of the deposition transcript;
- (3) To the extent practicable, exhibits shall be attached to the original transcript. Where the form or volume of exhibits makes attachment to the transcript impractical, the custody of such exhibits shall be

maintained at the office of the attorney taking the deposition or the court reporter and such exhibits shall, after reasonable notice, be subject to inspection and copying by any party during normal business hours or by appointment;

- (4) The parties shall strive to select and retain court reporters that can produce transcripts in both manuscript and computer-readable format, other agreed format. The parties may stipulate to maintain an online repository for all depositions taken in these cases subject to limitations on accessibility as may be determined by the parties.

d. Deposition Schedule.

With respect to aged or infirm witnesses, counsel shall abide by the reasonable request of such witnesses with regard to timing and availability for deposition testimony. The parties will undertake all reasonable efforts to conduct depositions in an efficient, cost-effective and expedited manner.

e. Attendance and Interrogation.

All parties shall be entitled to be represented at every deposition and to inquire of a deponent through their counsel. A former employee or officer may be represented at his or her deposition by counsel for the former employer. In order to facilitate necessary arrangement for attending counsel, not less than two (2) days prior to the commencement date of a deposition, any counsel intending to attend the deposition shall use its best efforts to notify the noticing party and counsel for the deponent.

f. Time and Location of Depositions.

Depositions may be held Monday through Friday, and shall commence no earlier than 9:00 a.m., and conclude no later than 5:00 p.m. local time, unless otherwise agreed between counsel or ordered by the Court. No deposition shall be scheduled for more than two (2) consecutive days absent agreement by the parties or order of the Court. A deposition may, however, proceed for a third consecutive day without agreement of the parties or order of the Court if there is at least eighteen (18) hours between the end of the second deposition day and the commencement of the third. To save expense and travel time, all sessions of the deposition of a single deponent shall, to the extent consistent with the witnesses' schedule and health and the deposition schedule, and unless otherwise agreed, proceed on successive weekdays and for the full deposition day until completion. Except as the parties may agree, no deposition shall be scheduled on the following dates: Court hearing dates, Martin Luther King, Jr.'s Birthday, President's Day, Good Friday, Passover (the first two days), Memorial Day, Independence Day (including the preceding Monday if it falls on a Tuesday or the following Friday if it falls on a Thursday), Labor Day, Rosh Hashanah (two days), Yom Kippur (two days), Columbus Day, Veterans Day, and Thanksgiving (Wednesday, Thursday and Friday). Depositions of witnesses residing outside the United States shall not be scheduled on national holidays in the witness' home country. In addition, no depositions shall be scheduled between December 20 and January 5,

except upon agreement of the parties.

g. Out of State Depositions.

In order to facilitate the orderly taking of any such foreign deposition, the Court hereby orders commissions to be granted to take out of state depositions of parties and non-party witnesses, at such times and in such places as are agreed upon by counsel, such commissions to be issued to persons duly authorized by the law of the foreign state to take such testimony. This Order appointing commissions to take foreign depositions shall be applicable to all out of state depositions taken in this action, without the need for any party to file any additional motion for appointment of a commission to take any out of state deposition. The parties will provide the Court with a template order, or otherwise with other necessary appropriate orders respecting the appointment of commissions.

h. Exhibits.

To the extent practicable, all parties intending to question a witness at a deposition with respect to documents shall provide a reasonable number of copies of such documents for the use of the other parties in attendance at the deposition. Exhibits should be identified by the name of the witness and numbered consecutively in each deposition.

i. Objections.

The only objections that shall be raised at the deposition are those involving a privilege or other protection against disclosure or some matter that may be remedied at the time, such as to the form of the question, that

the question has previously been asked and clearly answered, or the responsiveness of the answers. Objections on any other grounds shall be avoided and are not waived but preserved until trial. All objections shall be concise and must not suggest answers to the deponent. So called “speaking objections” are not permitted. Except as to an objection on grounds of privilege, any objection made by one party reserves that objection for all other parties and duplicate objections shall not be made.

j. Directions to Deponent Not to Answer.

Directions to a deponent not to answer are improper except on the grounds of privilege, confidentiality, or other protection, or to enable the party or deponent to present a motion to the Court for termination of the deposition or protection under Minnesota Rule of Procedure 26.03. When privilege, confidentiality or other protection is claimed, the witness shall nevertheless answer questions relevant to the existence, extent or waiver of the privilege, confidentiality, or other protection.

k. Immediate Presentation of Deposition Disputes.

Consistent with discovery concepts and objectives set forth above, if disputes arise during a deposition which the attorneys cannot resolve by agreement and which, if not promptly decided, will critically disrupt the discovery program or court-imposed schedules, the parties may submit the matter orally by telephone to the undersigned if available.

8. Avoidance of Unnecessary Duplication

Cooperation and communication among parties as ordered herein shall not

constitute the waiver of any applicable privilege or be construed as evidence of wrongful conduct. In the event that any party is in genuine doubt about the legal effect of the communication and cooperation ordered herein, such party may seek the Court's clarification of the party's responsibilities before proceeding.

9. No Waiver of Privilege Due to Joint Efforts

Communications in connection with this case between and amongst counsel for the contractors and/or their clients, including the exchange of documents and information, shall be deemed subject to the attorney/client privilege, work product protection, and any other applicable privilege or protection to the same extent as if the communication had taken place within one law firm or between one law firm and one client represented by that firm. Protection afforded by this Order will survive the conclusion of this litigation and the dismissal of any party from this action. If a party withdraws from any cooperative litigation efforts with other parties, previous communications among the withdrawing party and such other parties and all work product shared by or with the withdrawing party with respect to this action, will remain subject to any attorney/client privilege, work product protection, or other privilege that attached at the time the communications were made or the work product was shared. Any such withdrawing party is under a duty not to reveal information obtained through such cooperative efforts.

10. Rules and Procedures

This CMO supersedes any provision of the Minnesota Rules of Civil procedure and General Rules of Practice for the District Court that are in conflict with the provisions of this CMO.

11. CMO Binding on Subsequently Added Parties

Any party adding a new party to this action after the date the CMO is entered shall serve that new party with a copy of this CMO and any subsequent case management orders. Any such new party will be bound by this CMO and all other case management orders unless it files a motion for relief with the Court within ten (10) days after service of this CMO and other case management order upon it. Upon the addition of any party to this action, the party adding the new party shall serve a copy of this CMO on counsel for the new party within five (5) days of the date of receiving notice of the identity of the new party's counsel.

12. Liaison Counsel

In recognition of the large numbers of contractors and mortgage lenders in this action and to promote sufficient communication between and among the parties and the Court, the contractors will appoint one counsel to serve as Contractors' Liaison Counsel. Contractors' Liaison Counsel is designated as follows:

Michael Madigan
Madigan, Dahl & Harlan, P.A.
701 Fourth Avenue South, Suite 1700
Minneapolis, Minnesota 55415
612-604-2000
madigan@mdh-law.com

The mortgage lenders will appoint one counsel to serve as Mortgage Lenders' Liaison Counsel. Mortgage Lenders' Liaison Counsel is designated as follows:

Bradley Beisel
Beisel & Dunlevy, PA
282 US Trust Center
730 Second Avenue South
Minneapolis, MN 5542
612-436-2222
bradb@bdmnlaw.com

Subject to the right of any contractor or mortgage lender to present individual or divergent positions, the liaison counsel is vested by this Court with the following responsibilities and duties:

- (1) Communicate with opposing counsel, communicate with all other counsel in its respective liaison group and receive orders, notices and correspondence from this Court and the District Court Administrator in any matter pertaining to this action;
- (2) Promptly forward to all counsel for its respective liaison group copies of all documents from the Court or the District Court Administrator, not otherwise provided to them electronically, report to all counsel in the represented group on all meetings and communications with this Court or other liaison counsel;
- (3) Organize and schedule meetings of counsel for joint action;
- (4) Coordinate common discovery;
- (5) Initiate action by the Court to remedy disputes among the parties;
- (6) Participate in conference calls with this Court to resolve disputes and scheduling matters;
- (7) Maintain a current copy of the Master Service List, and serve and file any updated Master Service Lists; and
- (8) Perform such other duties as may be expressly authorized by further order of this Court or agreed to by counsel.

Liaison counsel shall not be deemed to speak for, act for, or bind any particular litigant or group of litigants absent express authority provided by such litigant or group.

All counsel of record shall have an opportunity to present to this Court their respective views and opinions as to matters before this Court. The liaison counsel shall not be liable for any actions arising from their respective roles as such and this Court shall act to remedy an inadvertence as appropriate.

13. Pro Hac Vice Admission of Attorneys

Any lawyer admitted or currently licensed to practice before a Court of general jurisdiction in any state in the United States and who is specifically associated with a currently licensed Minnesota lawyer may be deemed admitted pro hac vice to practice before the Court in this litigation only. Other than those attorneys admitted pro hac vice prior to the date of issuance of this Order, attorneys may be deemed admitted pro hac vice upon completion of the following:

A. An Affidavit Setting Forth:

- (1) His or her full name and non-Minnesota business address;
- (2) His or her date and place of each state licensure;
- (3) A representation that the affiant's license to practice law is current and is not under revocation, suspension, restriction or limitation in any other state of admission or in the federal courts, and that the affiant is an attorney in good standing in all states of licensure;
- (4) A representation that the affiant is, or will promptly become, familiar with all applicable Minnesota court rules, procedures and requirements of professional conduct, and will follow and abide by such rules, procedures and requirements.

B. A Notice of Pro Hac Vice Representation Setting Forth:

- (1) The non-Minnesota lawyer's full name and non-Minnesota business address, telephone number, facsimile number, and e-mail address;
- (2) The name, address, telephone number, facsimile number and e-mail address of the Minnesota lawyer or law firm with whom the attorney will associate for purposes of this litigation;
- (3) The name of each party whom the attorney will represent.

Such affidavit and notice of pro hac vice representation shall be filed with the Scott County Court Administrator of the First Judicial District. Notice of pro hac vice representation shall be served upon all counsel on the Master Service List.

14. Status Conferences and Scheduling

a. Status Conferences.

General status conferences shall be held at 1:30 p.m. on the last Friday of each month as needed from April 25th until no longer needed. The principal purpose of the general status conference is to discuss and resolve administrative issues common to all parties. Issues that affect only specific parties and that have no significant implications for other parties will be calendared for a separate hearing date or, if the status conference agenda permits, for 2:30 p.m. on a status conference date.

Not later than the third Friday of each month, liaison counsel shall confer and shall determine whether or not a status conference for the following Friday will be necessary. If they agree that such conference is not necessary, they shall cancel the conference and promptly notify the Court and the remaining parties of the cancellation. If liaison counsel decide to proceed with the status conference,

they shall prepare a common agenda and shall notify all parties and the Court thereof not later than the close of the business day on the Monday preceding the conference date.

b. Scheduling.

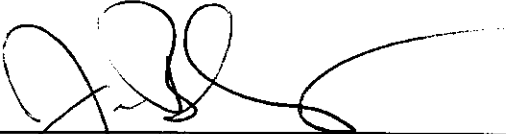
The Court will issue a separate scheduling order following the March 28, 2008, scheduling conference. In recognition of the complexity of the issues before the Court, the Court will discuss the progress of the parties in discovery and other matters at the status conferences and upon application of the parties jointly or unilaterally may amend or modify the scheduling order from time to time.

c. Special Master.

The court contemplates that there may be a need for assistance in matters pertaining to discovery and perhaps other matters. The Court is empowered to appoint a special master pursuant to Minnesota Rule of Civil Procedure 53 to undertake assignments as may be designated by the Court. The parties shall attempt to agree upon a special master to receive such assignments and shall report to the Court at the first status conference whether agreement has been reached. Absent agreement, the Court shall otherwise appoint a special master of its own choosing.

Dated: April 1, 2008

BY THE COURT:



Jerome B. Abrams
Judge of District Court

Exhibit A

Mechanic's Lien Cases

Original Case Number	Scott County Case Number	Property Address	Legal Description
40-CV-07-1012	70-CV-08-6973	1409 9th Street Southeast, New Prague, Minnesota	Lot 26, Block 1, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-07-1093	70-CV-08-7004	1407 9th Street Southeast, New Prague, Minnesota	Lot 25, Block 1, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-07-1155	70-CV-08-7012	1407 10th Street Circle, New Prague, Minnesota	Lot 3, Block 1, Prague Estates 8th Addition, Le Sueur County, Minnesota
40-CV-07-1156	70-CV-08-7024	1409 10th Street Circle, New Prague, Minnesota	Lot 4, Block 1, Prague Estates 8th Addition, Le Sueur County, Minnesota
40-CV-07-1184	70-CV-08-7042	1411 10th Street Circle Southeast, New Prague, Minnesota	Lot 5, Block 1, Prague Estates 8th Addition, Le Sueur County, Minnesota
40-CV-07-1191	70-CV-08-7040	1413 10th Street Circle Southeast, New Prague, Minnesota	Lot 6, Block 1, Prague Estates 8th Addition, Le Sueur County, Minnesota
40-CV-07-1222	70-CV-08-7054	1406 7th Street Court, New Prague, Minnesota	Lot 47, Block 1, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-07-1223	70-CV-08-7053	1420 10th Street Circle Southeast, New Prague, Minnesota	Lot 11, Block 2, Prague Estates 8th Addition, Le Sueur County, Minnesota
40-CV-07-1224	70-CV-08-7062	1135 Horseshoe Lane, New Prague, Minnesota	Lot 18, Block 1, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-07-1232	70-CV-08-7058	1139 Horseshoe Lane, New Prague, Minnesota	Lot 20, Block 1, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-07-1233	70-CV-08-7065	1407 8th Street Court Southeast, New Prague, Minnesota	Lot 40, Block 1, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-07-1234*	70-CV-08-7068*	1413 12th Street Southeast, New Prague, Minnesota	Lot 25, Block 1, Prague Estates 8th Addition, Le Sueur County, Minnesota
40-CV-07-1236*	70-CV-08-7077*	1108 Horseshoe Lane, New Prague, Minnesota	Lot 13, Block 2, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-07-1237	70-CV-08-7076	1127 Horseshoe Lane, New Prague, Minnesota	Lot 14, Block 1, Prague Estates 7th Addition, Le Sueur County, Minnesota

40-CV-07-1238	70-CV-08-7075	1433 10th Street Circle Southeast, New Prague, Minnesota	Lot 16, Block 1, Prague Estates 8th Addition, Le Sueur County, Minnesota
40-CV-07-1239	70-CV-08-7069	1122 Horseshoe Lane, New Prague, Minnesota	Lot 6, Block 2, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-07-1240*	70-CV-08-7070*	1108 9th Street Southeast, New Prague, Minnesota	Lot 5, Block 3, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-07-1241	70-CV-08-7071	1137 Horseshoe Lane, New Prague, Minnesota	Lot 19, Block 1, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-07-1316	70-CV-08-7072	1402 12th Street Southeast, New Prague, Minnesota	Lot 9, Block 3, Prague Estates 8th Addition, Le Sueur County, Minnesota
40-CV-07-1336	70-CV-08-7073	1406 12th Street Southeast, New Prague, Minnesota	Lot 7, Block 3, Prague Estates 8th Addition, Le Sueur County, Minnesota
40-CV-07-949	70-CV-08-6942	1403 9th Street Southeast, New Prague, Minnesota	Lot 23, Block 1, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-07-978	70-CV-08-6960	1405 9th Street Southeast, New Prague, Minnesota	Lot 24, Block 1, Prague Estates 7th Addition, Le Sueur County, Minnesota
40-CV-08-68	70-CV-08-7074	1107 Horseshoe Lane Southeast, New Prague, Minnesota	Lot 4, Block 1, Prague Estates 7th Addition, Le Sueur County, Minnesota
66-CV-07-3518	70-CV-08-6770	1508 Overlook Drive Southeast, Londsdale, Minnesota	Lot 2, Block 1, Willow Creek Heights 3rd Addition, Rice County, Minnesota
		1514 Overlook Drive Southeast, Londsdale, Minnesota	Lot 3, Block 1, Willow Creek Heights 3rd Addition, Rice County, Minnesota
		1520 Overlook Drive Southeast, Londsdale, Minnesota	Lot 4, Block 1, Willow Creek Heights 3rd Addition, Rice County, Minnesota
		514 Pond View Drive Southeast, Londsdale, Minnesota	Lot 18, Block 4, Willow Creek Heights 3rd Addition, Rice County, Minnesota
		508 Pond View Drive Southeast, Londsdale, Minnesota	Lot 19, Block 4, Willow Creek Heights 3rd Addition, Rice County, Minnesota
		314 16th Avenue Southeast, Londsdale, Minnesota	Lot 4, Block 3, Willow Creek Heights 3rd Addition, Rice County, Minnesota
66-CV-07-4396*	70-CV-08-6757*	645 Pond View Drive Southeast, Londsdale, Minnesota	Lot 4, Block 6, Willow Creek Heights 3rd Addition, Rice County, Minnesota
66-CV-07-4397*	70-CV-08-6752*	657 Pond View Drive Southeast, Londsdale, Minnesota	Lot 2, Block 6, Willow Creek Heights 3rd Addition, Rice County, Minnesota

66-CV-07-4398*	70-CV-08-6677*	332 16th Avenue Southeast, Londsdale, Minnesota	Lot 1, Block 3, Willow Creek Heights 3rd Addition, Rice County, Minnesota
66-CV-07-4399*	70-CV-08-6673*	320 16th Avenue Southeast, Londsdale, Minnesota	Lot 3, Block 3, Willow Creek Heights 3rd Addition, Rice County, Minnesota
66-CV-07-4400*	70-CV-08-6656*	326 16th Avenue Southeast, Londsdale, Minnesota	Lot 2, Block 3, Willow Creek Heights 3rd Addition, Rice County, Minnesota
66-CV-07-4401*	70-CV-08-6649*	663 Pond View Drive Southeast, Londsdale, Minnesota	Lot 1, Block 6, Willow Creek Heights 3rd Addition, Rice County, Minnesota
66-CV-07-4402*	70-CV-08-6625*	651 Pond View Drive Southeast, Londsdale, Minnesota	Lot 3, Block 6, Willow Creek Heights 3rd Addition, Rice County, Minnesota
70-CV-04-29606	70-CV-04-29606	467 Rowena Curve, New Market, Minnesota	lot 12, Block 1, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29591*	70-CV-07-29591*	501 Saxon Drive, New Market, Minnesota	Lot 1, Block 3, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29610	70-CV-07-29610	508 Saxon Drive, New Market, Minnesota	Lot 5, Block 4, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29619*	70-CV-07-29619*	615 Cedric Lane, New Market, Minnesota	lot 10, Block 4, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29630*	70-CV-07-29630*	611 Cedric Lane, New Market, Minnesota	lot 12, Block 4, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29632*	70-CV-07-29632*	607 Cedric Lane, New Market, Minnesota	lot 14, Block 4, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29777*	70-CV-07-29777*	516 Saxon Drive, New Market, Minnesota	Lot 9, Block 4, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29788*	70-CV-07-29788*	512 Saxon Drive, New Market, Minnesota	Lot 7, Block 4, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29790*	70-CV-07-29790*	511 Saxon Drive, New Market, Minnesota	Lot 6, Block 3, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29800	70-CV-07-29800	510 Saxon Drive, New Market, Minnesota	Lot 6, Block 4, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29809*	70-CV-07-29809*	507 Saxon Drive, New Market, Minnesota	Lot 4, Block 3, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29820*	70-CV-07-29820*	506 Saxon Drive, New Market, Minnesota	Lot 4, Block 4, Rowena Ponds 2nd Addition, Scott County, Minnesota

70-CV-07-29838 *	70-CV-07-29838 *	504 Saxon Drive, New Market, Minnesota	Lot 3, Block 4, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29842 *	70-CV-07-29842 *	502 Saxon Drive, New Market, Minnesota	Lot 2, Block 4, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29846 *	70-CV-07-29846 *	497 Rowena Curve, New Market, Minnesota	Lot 2, Block 1, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-29849	70-CV-07-29849	479 Rowena Curve, New Market, Minnesota	Lot 6, Block 1, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-30179 *	70-CV-07-30179 *	473 Rowena Curve, New Market, Minnesota	Lot 9, Block 1, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-30188	70-CV-07-30188	469 Rowena Curve, New Market, Minnesota	Lot 11, Block 1, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-30191	70-CV-07-30191	465 Rowena Curve, New Market, Minnesota	Lot 13, Block 1, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-30196 *	70-CV-07-30196 *	463 Rowena Curve, New Market, Minnesota	Lot 14, Block 1, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-30210	70-CV-07-30210	461 Rowena Curve, New Market, Minnesota	Lot 15, Block 1, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-30215 *	70-CV-07-30215 *	446 Knights Road, New Market, Minnesota	Lot 9, Block 2, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-30217	70-CV-07-30217	460 Rowena Curve, New Market, Minnesota	Lot 5, Block 2, Rowena Ponds 2nd Addition, Scott County, Minnesota
70-CV-07-30219 *	70-CV-07-30219 *	3177 Aaron Drive, New Market, Minnesota	Lot 2, Block 5, The Farm 3rd Addition, Scott County, Minnesota
70-CV-07-30221 *	70-CV-07-30221 *	3175 Aaron Drive, New Market, Minnesota	Lot 3, Block 5, The Farm 3rd Addition, Scott County, Minnesota
70-CV-07-30227 *	70-CV-07-30227 *	3089 Aaron Drive, New Market, Minnesota	Lot 2, Block 6, The Farm 3rd Addition, Scott County, Minnesota
70-CV-07-30229 *	70-CV-07-30229 *	3076 Aaron Drive, New Market, Minnesota	Lot 13, Block 7, The Farm 3rd Addition, Scott County, Minnesota
70-CV-07-30231 *	70-CV-07-30231 *	3074 Aaron Drive, New Market, Minnesota	Lot 14, Block 7, The Farm 3rd Addition, Scott County, Minnesota
70-CV-07-30232	70-CV-07-30232	3071 Aaron Drive, New Market, Minnesota	Lot 6, Block 6, The Farm 3rd Addition, Scott County, Minnesota

70-CV-07-30234*	70-CV-07-30234*	1521 Anna Street, New Market, Minnesota	Lot 19, Block 3, The Farm 2nd Addition, Scott County, Minnesota
70-CV-07-30313	70-CV-07-30313	3129 Aaron Drive, New Market, Minnesota	Lot 9, Block 5, The Farm 3rd Addition, Scott County, Minnesota

* Denotes "Construction Loan Cases."

Exhibit B
Master Service List: April 1, 2008 Version

Counsel	Party(ies)	Contact Address	Phone Number/ Fax Number	Electronic Mail
Represented Parties				
Michael D. Madigan ¹ Jon Steckler	Angell Aire, Inc.; Elfering Bros Construction, Inc.; Jaeckels & Simon Masonry, Inc./Simon Brick and Stone Co.; Phase Electric, Inc.; & T & C Mechanical, LLC	Madigan, Dahl & Harlan 701 Fourth Avenue South Suite 1700 Minneapolis, MN 55415	612-607-2000/ 612-604-2599	madigan@mdh-law.com steckler@mdh-law.com
Bradley Beisel ²	Mortgage Electronic Registration Systems as Nominee for UBS Tampa Branch; Bear Stearns Residential Mortgage Co.; Assured Financial; Above All Mortgage; Countrywide Bank, Countrywide Home Loans; Mortgageit, Inc.	Beisel & Dunlevy 282 US Trust Center 730 Second Avenue South Minneapolis, MN 55402	612-432-2222/ 612-338-6600	bradb@bdrmnlaw.com
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Gregory Collins	Minnesota Extérieurs, Inc. (only represented in two actions)	Mulligan Bjornnes, PLLP 401 Groveland Avenue Minneapolis, MN 55403	612-871-1800/ 612-871-7869	gcollins@mulliganbjornnes.com
Eric Forsberg	Taylor Made Construction of Minnesota, Inc.	222 S. 9 th Street Suite 2960 Minneapolis, MN 55402	612-337-5510	
Richard Gabriel	Minnesota Concrete Structures	Law Office of Richard J. Gabriel 880 Sibley Memorial Highway Suite 114 Mendota Heights, MN 55118	651-554-9159/ 651-554-0344	gabriellaw@eschelon.com

¹ Contractors' Liaison Counsel.

² Mortgage Lenders' Liaison Counsel.

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Michael Singewald & Bradley Hendrikson	Jennifer & Ryan Lake; Jason Bentson; Jason Bentson d/b/a Creative Solutions Construction; Above All Hardwood Floors, LLC; Design Drywall, Inc.; & Lake's Erosion Services, Inc.	Eastlund, Solstad, Cade & Hutchinson 4200 County Road 42 West Savage, MN 55378	952-894-6400/ 952-894-6421	msingewald@eschlaw.com bhendrikson@gmail.com
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	Bonnie Bauer	P.O. Box 21522 St. Paul, MN 55121 9955 59th Ave. N. Rm. 110 Plymouth, MN 55442		
	Centennial, Inc.	5001 American Blvd W. Rm. 1000 Bloomington, MN 55437		
	Centennial Mortgage and Funding, Inc.	302 Carnegie Center Princeton, NJ 08540		
	Credit Suisse Financial Co.	1820 Elm St. S.E. Minneapolis, MN 55414		
	Glynn Building Products	3451 Hammond Ave. Waterloo, IA 50702		
	Homecomings Financial, LLC	520 Glenbrook Ave. N. Oakdale, MN 55128		
	Laurie Marty	1010 Tamarack Ln. Waconia, MN 55387		
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	Twin City Creative Mirror; River City Glass, Inc.	C/O Twin City Creative Mirror 14265 Burnsville Pkwy. W. Burnsville, MN 55337		
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